

Liebherr SmartMonitoring Conditions of Use

The subject of these Conditions of Use is the Liebherr SmartMonitoring Service (hereinafter "SmartMonitoring") as made available by Liebherr-Hausgeräte GmbH (hereinafter "HAU").

1. Scope of application

- 1.1 The following Conditions of Use apply solely to the use of SmartMonitoring. Smart Monitoring is provided by Liebherr-Hausgeräte GmbH, Memminger Strasse 77-79, 88416 Ochsenhausen.
- 1.2 The use of other offers by companies in the Liebherr Group in connection with the use of SmartMonitoring shall be governed by the conditions of use and data protection declarations of the relevant companies making the offers.
- 1.3 SmartMonitoring is provided solely to users who are operating in the course of their commercial or self-employed professional activities. Any other users are excluded from using SmartMonitoring.

2. Subject-matter of SmartMonitoring

SmartMonitoring is a digital, cloud-based service which enables the switching status of components, and the alarm status and temperatures of one or more professional refrigeration and freezer appliances, to be recorded and to be presented visually in a browser-based application. Moreover, measurements by means of sensor technology that can be obtained in different variations as accessories to the SmartMonitoring system, are recorded and presented.

3. Right to use

According to these Conditions of Use the user is entitled to use SmartMonitoring exclusively vis-à-vis HAU. The right to use is restricted with regard to appliance, and is a simple, non-exclusive, non-transferable right to use that is restricted in time as per clause 5.1 (hereinafter "SmartMonitoring Licence").

4. Prerequisites and duties of the user

- 4.1 To be able to use SmartMonitoring the user must obtain at user's expense
 - a refrigeration or freezer appliance suitable for SmartMonitoring with suitable Liebherr cross link hardware ("SmartCoolingHub" or "SmartModule") or compatible "Testo data logger",
 - a valid SmartMonitoring Licence for the respective measuring point, and
 - an active MyLiebherr business account.
- 4.2 The user undertakes to register only the refrigeration and/or freezer appliances licensed by HAU for SmartMonitoring and to keep always up to date his or her contact details in the SmartMonitoring user profile.
- 4.3 SmartMonitoring may be used only with refrigeration and/or freezer appliances approved by HAU for SmartMonitoring which are installed and used within the European Union, EFTA countries or UK.
- 4.4 The refrigeration and/or freezer appliances that are approved by HAU for SmartMonitoring may be cross linked only with the cross-link solutions licensed by HAU.

4.5 The user shall not make improper use of SmartMonitoring, in particular the user may not circumvent technical limitations of SmartMonitoring, nor pursue illegal purposes.

5. Term and purchase price

5.1 The term and the purchase price of the SmartMonitoring Licence are the subject of a separate agreement between the user and the dealer authorized by HAU to sell the SmartMonitoring Licence (hereinafter "dealer").

5.2 No rights that exceed the rights regulated by these present Conditions of Use can be created by an agreement between the user and the dealer. This does not apply if the dealer is HAU.

6. Amendments to the system

In the scope of product development HAU is entitled to amend SmartMonitoring, in particular to adjust it to legal, statutory, business and technical conditions.

7. Liability

7.1 Claims are excluded that are raised by the user for compensation for damage of whatever kind. The limitation on liability also applies in favour of legal representatives and vicarious agents of HAU, insofar as the user raises claims against such legal representatives and vicarious agents.

7.2 Claims for compensation are excluded from the aforesaid limitation on liability if they result from a wilful or grossly negligent infringement of duty by HAU, a legal representative or vicarious agent. Similarly, the at least slightly negligent infringement of substantial contractual obligations shall be excluded from this limitation on liability. Substantial contractual obligations are those the fulfilment of which actually enable the contract to be properly performed, and on the fulfilment of which the user may rely.

7.3 A case of strict liability stipulated by law, in particular liability under product liability law, and liability for negligent injury to the life, limb or health of a user shall remain unaffected by the aforesaid limitation on liability.

8. Availability

No right exists to uninterrupted use. No warranty is given that the access to or use of SmartMonitoring will not be interrupted or impaired by maintenance work, further developments or otherwise by interference. HAU will make every effort to ensure as far as possible uninterrupted use of SmartMonitoring and will inform the user in advance about scheduled maintenance work. However, technical malfunction (such as power failure, hardware and software defects, technical problems in data lines) may cause temporary disturbance or interruption.

9. Data protection

The protection and safety of users' personal data is of great importance to HAU.

You will find full information about data protection here: <https://home.liebherr.com/smartmonitoring>

10. Copyright, identification rights and other intellectual property rights

The contents retrievable in SmartMonitoring (texts, data, pictures, logos, graphics, documentation, and sound, video, and other visual representations) are governed by copyright and other laws protecting intellectual property rights. The contents may be neither wholly nor partly reproduced, distributed, stored in other media (such as in other websites) nor changed without the prior express consent of the holder of the rights.

11. Amendments to the Conditions of Use

HAU reserves the right to amend individual clauses of these Conditions of Use with effect for the future and without giving any grounds, insofar as this takes HAU's interests into account and can reasonably be expected of the user. HAU will inform the user in good time about any amendments to the Conditions of Use. Should the user not object to the amendment of the Conditions of Use within six weeks after the coming into effect of the changed Conditions of Use, the amended Conditions of use shall be deemed accepted. Should the user object to the amendment, then in the case that adherence to the contractual relationship under the validity of the previous Conditions of Use is not possible or cannot reasonably be expected, taking the user's interests into consideration, HAU will be entitled to cancel this user agreement.

12. Final provisions

- 12.1 The Conditions of Use and their interpretation shall be governed exclusively by the law of the Federal Republic of Germany. The application of German or European International Private Law and the UN Sales Convention is excluded.
- 12.2 The exclusive venue for legal disputes arising from or in connection with these Conditions of Use shall be the registered office of HAU.
- 12.3 Should any one provision of these Conditions of Use be or become invalid and/or unenforceable this shall not affect the validity of the remaining provisions. Invalid and/or unenforceable provisions shall in the course of additional interpretation of this Agreement be replaced by such valid and enforceable provisions that would most nearly achieve the desired commercial purpose, taking the interests of both parties into account. This shall apply analogously to the filling of any gaps in these Conditions of Use.